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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MOOG INC.,

Plaintiff,

v.

SKYRYSE, INC., ROBERT ALIN
PILKINGTON, MISOOK KIM, and
DOES NOS.1-50,

Defendants.

SKYRYSE, INC.,

Counterclaimant,

v.

MOOG INC.,

Counterdefendant.

Case No. 2:22-cv-09094-GW-MAR

Hon. George H. Wu

JOINT RULE 26(f) REPORT

Pursuant to Federal Rule of Civil Procedure 26(f), Plaintiff and Counterdefendant Moog, Inc. (“Moog”), Defendant and Counterclaimant Skyryse, Inc. (“Skyryse”), and Defendants Robert Alin Pilkington (“Pilkington”), and Misook Kim (“Kim,” or collectively with Pilkington, the “Individual Defendants”) (Skyryse and the Individual Defendants are collectively referred to as “Defendants”) (Moog, Skyryse, and the Individual Defendants are collectively referred to as the “Parties”) respectfully submit this joint report. The Parties conducted their Rule 26(f) conference on March 24, 2023 regarding the issues addressed herein. During the telephonic meeting, counsel discussed the matters set forth in Rule 26 and this Court’s Civil Local Rules.

1 **I. NATURE AND BASIS OF CLAIMS AND DEFENSES**

2 **MOOG'S STATEMENT:**

3 Plaintiff Moog Inc. filed a Complaint against Defendants seeking damages
4 and injunctive relief based on causes of action for: (1) violation of the Defend
5 Trade Secrets Act; (2) misappropriation of trade secrets; (3) breach of fiduciary
6 duty and duty of loyalty; (4) aiding and abetting breach of fiduciary duty; (5)
7 unfair competition; (6) conspiracy; (7) breach of contract; (8) tortious interference
8 with prospective economic advantage; (9) unjust enrichment; and (10) imposition
9 of constructive trust. Moog's claims arise from the Individual Defendants taking
10 approximately 1.4 million files, a large volume of which comprises proprietary and
11 trade secret information, from Moog to use at Skyrise. Moog's claims also arise
12 from Skyrise's strategic plundering of Moog's proprietary and trade secret
13 information and raiding of Moog's software engineer team.

14 On January 30, 2023 Skyrise filed its answer and counterclaims. Moog
15 denies Skyrise is entitled to any relief that Skyrise seeks as a matter of law and
16 fact. On February 21, 2023, Moog filed a motion to dismiss all of Skyrise's
17 Counterclaims (Dkt. 360). On April 17, 2023, the Court issued a final ruling
18 granting-in-part Moog's motion to dismiss (Dkt. 439).

19 **SKYRYSE'S STATEMENT:**

20 On March 7, 2022, Plaintiff Moog filed its complaint for (1) violation of the
21 Defend Trade Secrets Act ("DTSA"), (2) misappropriation of trade secrets, (3)
22 breach of fiduciary duty and duty of loyalty (against Pilkington and Kim), (4) aiding
23 and abetting breach of fiduciary duty (against Pilkington), (5) unfair competition
24 (against Skyrise), (6) conspiracy, (7) breach of contract, (8) tortious interference
25 with prospective economic advantage, (9) unjust enrichment, and (10) imposition of
26 constructive trust in the Western District of New York.

1 On March 7, 2022, Moog filed a motion for a Temporary Restraining Order
2 (“TRO”) and Preliminary Injunction (“PI”). On March 11, 2022, the parties
3 stipulated to the preliminary relief sought by Moog in its TRO/PI Motion. The
4 parties also stipulated to the parameters for Expedited Discovery.

5 On May 31, 2022, the Individual Defendants filed a motion to dismiss for
6 failure to state a claim pursuant to Fed. R. Civ. P. 12(b)(6) (Dkt. 131). On April 12,
7 2023, the Court issued a tentative ruling on Individual Defendants’ motion, which
8 tentatively granted the motion as to Moog’s claim for tortious interference with
9 prospective economic advantage and unjust enrichment, and denied it as to Moog’s
10 conspiracy claim.

11 On December 15, 2022, the Western District of New York granted the
12 Defendants’ motions to transfer the case to the Central District of California.

13 On January 30, 2023 Skyryse filed its answer and counterclaims. Skyryse
14 denies Moog is entitled to any of the relief Moog seeks. Skyryse’s answer includes
15 certain defenses, and Skyryse asserts counterclaims for (1) breach of contract, (2)
16 breach of the implied covenant of good faith and fair dealing, (3) breach of implied
17 contract, (4) trade secret misappropriation pursuant to the DTSA, (5) fraud, (6)
18 tortious interference with contractual relationship, (7) intentional interference with
19 existing business relationships, (8) intentional interference with prospective business
20 advantage, and (9) unfair business practices, including in violation of California
21 Business or Professions Code § 17200 et seq. On February 21, 2023, Moog filed a
22 motion to dismiss all of Skyryse’s Counterclaims (Dkt. 360). On April 12, 2023, the
23 Court issued a tentative ruling denying Moog’s motion as to Skyryse’s cause of
24 action for trade secret misappropriation, and portions of Skyryse’s fraud, unfair
25 competition, implied covenant, and breach of contract claims, while granting the
26 motion with leave to amend as to the remaining causes of action.
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1 **KIM'S STATEMENT:**

2 Moog's Complaint brings five causes of action against Ms. Kim: (1)
3 violation of the Defend Trade Secrets Act; (2) misappropriation of trade secrets;
4 (3) breach of fiduciary duty and duty of loyalty; (6) conspiracy; (8) tortious
5 interference with prospective economic advantage; and (10) imposition of
6 constructive trust. Ms. Kim and Mr. Pilkington currently have a pending Motion
7 to Dismiss before the Court and have yet to Answer Moog's Complaint. These
8 claims purportedly arise out of the alleged theft of information from Moog.

9 On April 13, 2023, the Court disclosed a tentative order dismissing with
10 leave to amend Moog's claims for tortious interference with prospective economic
11 advantage and unjust leave to amend. Ms. Kim will answer or otherwise respond
12 to Moog's amended complaint and assert all applicable affirmative defenses at the
13 appropriate time.

14 **PILKINGTON'S STATEMENT:**

15 Plaintiff Moog has filed a complaint alleging the following causes of action
16 against Mr. Pilkington: (1) violation of the Defend Trade Secrets Act; (2)
17 misappropriation of trade secrets; (3) breach of fiduciary duty and duty of loyalty;
18 (4) aiding and abetting breach of fiduciary duty; (5) conspiracy; (6) breach of
19 contract; (7) tortious interference with prospective economic advantage; (8) unjust
20 enrichment; and (9) imposition of constructive trust. These claims purportedly
21 arise out of the alleged theft of information from Moog.

22 On April 13, 2023, the Court disclosed a tentative order dismissing with
23 leave to amend Moog's claims for tortious interference with prospective economic
24 advantage and unjust leave to amend. Mr. Pilkington will answer or otherwise
25 respond to Moog's amended complaint and assert all applicable affirmative
26 defenses at the appropriate time.

II. DISCOVERY PLAN

A. Initial Disclosures

The Parties do not believe any changes need to be made in the form or requirement for disclosures required under Rule 26(a). The Parties stipulated to serve initial disclosures on April 27, 2023.

B. Subjects On Which Discovery May Be Needed

MOOG'S POSITION:

Moog intends to seek discovery regarding at least the following:

- 1) the nature and extent of Defendants' misappropriation of Moog's trade secrets and theft, possession, and taking or use of Moog's non-public information;
- 2) Defendants' violations of the Court's Temporary Restraining Order (Dkt. 25) restraining ongoing taking and use of Moog's non-public information;
- 3) the nature and extent of Skyrise's unfair competition;
- 4) the nature and extent of Defendants' conspiracy to misappropriate Moog's trade secrets, including the involvement of non-parties in Defendants' conspiracy;
- 5) the nature and extent of Pilkington's aiding and abetting Kim's breach of fiduciary duty, and vice versa;
- 6) the nature and extent of Skyrise's breaches of its 2018 and 2019 Non-Disclosure Agreements with Moog;
- 7) the nature and extent of the Individual Defendants' breach of Moog's Employee Handbook policies and Exit Forms and other confidentiality and security rules and restrictions;
- 8) the nature and extent of Defendants' interference with Moog's reasonable expectation of entering into valid business relationships;

- 1 9) the nature and extent of Defendants' unjust enrichment of benefits
- 2 based on Moog's efforts and investments and to the detriment of
- 3 Moog;
- 4 10) any other facts supporting each of the counts of Moog's Complaint;
- 5 11) damages, both monetary and non-monetary, attributable to
- 6 Defendants' misconduct;
- 7 12) third-party discovery showing the nature and extent of Defendants'
- 8 misconduct, including subpoenas directed to former Moog employees
- 9 and current and former Skyryse employees;
- 10 13) facts tending to support Moog's defenses to Skyryse's Counterclaims;
- 11 14) facts tending to undermine Skyryse's Counterclaims and claims for
- 12 relief;
- 13 15) facts related to Skyryse's development, testing, and certification of its
- 14 flight control software;
- 15 16) Skyryse's solicitation and hiring of former Moog personnel;
- 16 17) documents and communications between Skyryse and Hummingbird
- 17 Aero, LLC;
- 18 18) party and third-party depositions; and
- 19 19) expert depositions.

20 Moog reserves its right to conduct discovery on additional topics as
21 necessary.

22 **SKYRYSE'S POSITION:**

23 Skyryse's position is that each party may seek discovery related to any claim
24 or defense asserted or raised by the pleadings, including relevant expert and third-
25 party discovery. Specifically, Skyryse intends to seek discovery regarding at least
26 the following:
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- 1) Moog's breach of contractual obligations owed to Skyryse, including its breaches of duties of confidentiality;
- 2) Moog's misappropriation of Skyryse's trade secret technologies and business information and misuse of Skyryse's confidential information;
- 3) Moog's fraud, deceit, and bad faith over the course of its dealings with Skyryse;
- 4) Moog's interference with Skyryse's contractual relationship with Robinson Helicopter and interference with business relationships with companies including Robinson Helicopter;
- 5) Moog's unfair business practices, including interfering with Skyryse's lawful hiring of California-based employees, engaging in deceptive trade practices, and interference with Skyryse's business relationships;
- 6) Moog's alleged trade secrets and allegedly confidential information;
- 7) The extent to which Moog's alleged trade secrets and allegedly confidential information, in whole or in part, are publicly available, generally known, readily ascertainable, and have been disclosed to others;
- 8) The extent to which Moog's alleged trade secrets and allegedly confidential information do not derive independent value from their purported secrecy;
- 9) The extent to which Moog's alleged trade secrets and allegedly confidential information were not the subject of reasonable measures to maintain their purported secrecy;
- 10) The development and certification of various technologies by Moog, including automated flight technologies and related technologies developed by Moog;

- 1 11) The development of various technologies by Skyryse, including
- 2 automated flight technologies and related technologies developed by
- 3 Skyryse;
- 4 12) Skyryse's relationship with Moog, including, but not limited to, the
- 5 negotiation of the parties' non-disclosure agreements, statements of
- 6 work, purchase order, and other express and implied contracts entered
- 7 into between the parties;
- 8 13) The damages suffered by Skyryse as a result of Moog's unlawful
- 9 conduct;
- 10 14) The unjust enrichment enjoyed by Moog as a result of its unlawful
- 11 conduct;
- 12 15) The continuing and irreparable harm caused to Skyryse by Moog's
- 13 conduct;
- 14 16) Party and third-party depositions; and
- 15 17) Expert depositions.

16 Skyryse reserves its right to conduct discovery on additional topics as
17 necessary.

18 **KIM'S POSITION:**

19 Ms. Kim intends to seek discovery regarding at least the following topics:

- 20 1) the nature of Moog's "trade secret" information allegedly
- 21 misappropriated by Ms. Kim;
- 22 2) the nature of Moog's confidential information allegedly misappropriated
- 23 by Ms. Kim;
- 24 3) the nature of Moog's proprietary information allegedly misappropriated
- 25 by Ms. Kim;
- 26 4) facts tending to support Ms. Kim's affirmative defenses raised in an
- 27 Answer to Moog's Complaint, if and when, Ms. Kim files an Answer;
- 28

- 1 5) facts surrounding Moog's claim that Ms. Kim violated the Defend Trade
- 2 Secrets Act, including any facts refuting such remedy;
- 3 6) facts surrounding Moog's claim that Ms. Kim allegedly misappropriated
- 4 trade secrets, including any facts refuting such remedy;
- 5 7) facts surrounding Moog's policies, procedures, and training regarding
- 6 Moog's alleged trade secrets and purported confidential information;
- 7 8) facts surrounding Moog's claim that Ms. Kim allegedly breached her
- 8 fiduciary duty and duty of loyalty to Moog, including any facts refuting
- 9 such remedy;
- 10 9) facts surrounding Moog's claim that Ms. Kim participated in the
- 11 conspiracy described in Moog's Complaint, including any facts refuting
- 12 such remedy;
- 13 10) facts surrounding Moog's claim that Ms. Kim allegedly tortiously
- 14 interfered with Moog's prospective economic advantage, including any
- 15 facts refuting such remedy;
- 16 11) facts surrounding Moog's request for the imposition of a constructive
- 17 trust, including any facts refuting such remedy;
- 18 12) facts surrounding the cooperation of Moog and its agents with the
- 19 Department of Justice, Federal Bureau of Investigation, and U.S.
- 20 Attorney's Office for the Central District of California
- 21 13) party and third-party depositions; and
- 22 14) expert depositions.

23 Ms. Kim reserves her right to conduct discovery on additional topics as
24 required.

25 **PILKINGTON'S POSITION:**

26 Mr. Pilkington's position is that each party may seek discovery related to
27 any claim or defense asserted or raised by the pleadings, including relevant expert
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1 and third-party discovery. Mr. Pilkington intends to seek discovery on at least the
2 following topics :

- 3 1) the nature of the information allegedly misappropriated by Mr. Pilkington
4 that Moog contends is a “trade secret”;
- 5 2) the nature of Moog’s confidential information allegedly misappropriated
6 by Mr. Pilkington;
- 7 3) the nature of Moog’s proprietary information allegedly misappropriated
8 by Mr. Pilkington;
- 9 4) facts tending to support affirmative defenses identified in Mr.
10 Pilkington’s answer, when and to the extent such answer is filed;
- 11 5) facts surrounding Moog’s claim that Mr. Pilkington violated the Defend
12 Trade Secrets Act, including any facts refuting such claim;
- 13 6) facts surrounding Moog’s claim that Mr. Pilkington allegedly
14 misappropriated trade secrets, including any facts refuting such claim;
- 15 7) facts surrounding Moog’s claim that Mr. Pilkington allegedly breached
16 her fiduciary duty and duty of loyalty to Moog, including any facts
17 refuting such claim;
- 18 8) facts surrounding Moog’s claim that Mr. Pilkington allegedly aided and
19 abetted a breach of a fiduciary duty, including any facts refuting such
20 claim;
- 21 9) facts surrounding Moog’s claim that Mr. Pilkington participated in the
22 conspiracy described in Moog’s Complaint, including any facts refuting
23 such claim;
- 24 10) facts surrounding Moog’s claim that Mr. Pilkington allegedly
25 tortiously interfered with Moog’s prospective economic advantage,
26 including any facts refuting such claim;
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- 11) facts surrounding Moog's request for the imposition of a constructive trust, including any facts refuting such remedy;
- 12) facts surrounding the cooperation of Moog and its agents with the Department of Justice, Federal Bureau of Investigation, and U.S. Attorney's Office for the Central District of California
- 13) party and third-party depositions; and
- 14) expert depositions.

Mr. Pilkington reserves his right to conduct discovery on additional topics as required.

C. Electronically Stored Information
MOOG'S POSITION:

Moog and Skyryse currently have disputes regarding the form and content of an ESI Protocol to govern the production of documents and data in the case. The Parties are continuing to meet and confer but, if no resolution is reached in short order, Moog anticipates commencing a discovery conference under Magistrate Judge Rocconi's discovery procedures.

SKYRYSE'S POSITION:

The parties have taken steps to preserve relevant discovery, including electronically stored information ("ESI"). The parties have also been conferring regarding a protocol for the collection and production of ESI and disagree as to the specific types of ESI that should be produced in their native format. The parties may require Court intervention to the extent they cannot resolve their disputes over the collection and production of ESI.

KIM'S POSITION:

Moog and Ms. Kim do not currently have any disputes regarding the form and content of an ESI Protocol to govern the production of documents and data in

1 this case. Should any disagreements arise, Ms. Kim will participate in a discovery
2 conference with Moog under Magistrate Judge Rocconi's discovery procedures.

3 **PILKINGTON'S POSITION:**

4 Moog and Mr. Pilkington do not currently have any disputes regarding the
5 form and content of an ESI Protocol to govern the production of documents and
6 data in this case. Should any disagreements arise, Mr. Pilkington will participate
7 in a discovery conference with Moog under Magistrate Judge Rocconi's discovery
8 procedures.

9 **D. Privilege and Protection of Trial-Preparation Materials**
10 **MOOG'S POSITION:**

11 Moog does not foresee any remaining issues regarding privilege or the
12 protection of trial-preparation materials based on the Protective Order already
13 entered into this case (Dkt. 89).

14 **SKYRYSE'S POSITION:**

15 Skyryse also does not foresee any remaining issues regarding privilege or
16 the protection of trial-preparation materials based on the Protective Order already
17 entered into this case (Dkt. 89).

18 **KIM'S POSITION:**

19 Ms. Kim asserted and continues to assert her Fifth Amendment privileges in
20 this case as well as the parallel federal criminal investigation. Ms. Kim and Moog
21 currently have ongoing discovery disputes regarding the production of documents
22 and Moog's access to devices in the possession and control of discovery vendor
23 iDiscovery Solutions ("iDS") over which Ms. Kim continues to assert her Fifth
24 Amendment privilege. Consistent with her rights under the U.S. Constitution and
25 applicable laws, Ms. Kim will continue to assert her Fifth Amendment privilege
26 whenever it applies. Accordingly, Ms. Kim foresees the invocation of her Fifth
27 Amendment privileges to be an ongoing source of contention if the criminal
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1 investigation continues to run concurrent with and overlapping to this matter. The
2 Protective Order entered in this case does not sufficiently protect Ms. Kim's
3 interests or constitutional rights.

4 **PILKINGTON'S POSITION:**

5 Mr. Pilkington has asserted and will continue to assert his Fifth Amendment
6 privilege in this case and the parallel federal criminal investigation to the fullest
7 extent permitted by the U.S. Constitution and applicable law. Presently, Mr.
8 Pilkington and Moog are engaged in a discovery disputes regarding Moog's access
9 to devices in the possession and control of discovery vendor iDiscovery Solutions
10 ("iDS") over which Mr. Pilkington has asserted his Fifth Amendment privilege.
11 Mr. Pilkington anticipates further disputes will arise between the parties regarding
12 whether and to what extent Mr. Pilkington may assert his Fifth Amendment
13 privilege. The Protective Order entered in this case does not sufficiently protect
14 Mr. Pilkington's interests or constitutional rights. Accordingly, Mr. Pilkington
15 will continue to assert his Fifth Amendment privilege whenever it applies.

16 **E. Discovery Procedure and Limitations**

17 **MOOG'S POSITION:**

18 Moog proposes the below limitations or modifications on discovery imposed
19 under the Federal Rules. Moog's proposal endeavors to provide Moog and
20 Defendants with relatively even discovery obligations in aggregate, recognizing
21 that Defendants will have largely overlapping, but occasionally independent,
22 discovery needs.

23 **Interrogatories.** Moog may serve 25 collective interrogatories on
24 Defendants. Skyrise may serve 25 interrogatories on Moog. Kim may serve 10
25 interrogatories on Moog. Pilkington may serve 10 interrogatories on Moog.

26 **Requests for Production.** Moog may serve 100 collective requests for
27 production on Defendants. Skyrise may serve 100 requests for production on
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1 Moog. Kim may serve 20 requests for production on Moog. Pilkington may serve
2 20 requests for production on Moog.

3 **Requests for Admission.** Moog believes the default of no limit on the
4 number of Requests for Admission under the Federal Rules of Civil Procedure
5 should be used in this case. The present case can be dramatically streamlined at
6 trial by the use of requests for admission, which can be used to, among other
7 things, establish the authenticity of Moog documents in possession by Defendants.

8 **Depositions.** Moog may take 100 deposition hours for all party and non-
9 party fact witnesses. Skyryse may take 100 deposition hours for all party and non-
10 party fact witnesses. Kim may take 25 deposition hours for all party and non-party
11 fact witnesses. Pilkington may take 25 deposition hours for all party and non-party
12 fact witnesses.

13 Moog objects to the Defendants' discovery limits proposed below, which
14 would allow for Defendants to collectively serve approximately double the
15 discovery than Moog can. Specifically, Defendants propose serving: 90 vs 40
16 interrogatories, 160 vs 100 requests for production, 100 vs. 50 requests for
17 admission, and 200 vs 100 deposition hours. Defendants' defenses are largely
18 overlapping. As this Court noted during the recent hearing on April 13, 2023,
19 Skyryse's counsel is handling a large volume of work in this case to the benefit of
20 the Individual Defendants. It would be unduly burdensome for Defendants to take
21 more than double the discovery Moog is able to take.

22 **SKYRYSE'S POSITION:**

23 Skyryse proposes the below limitations or modifications on discovery
24 imposed under the Federal Rules. Skyryse's proposal recognizes and accommodates
25 that both Moog and Skyryse have a series of complex claims against one another
26 and that each defendant, including individual defendants Ms. Kim and
27 Mr. Pilkington, should be afforded sufficient opportunity to take separate discovery,
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1 while certain limits are needed to avoid the potential for excessive discovery and
2 abuse. Further, Skyryse's proposed limits are separate from and in addition to the
3 limits on any discovery already agreed to by the parties. In addition, Moog's claim
4 that "Skyryse's counsel is handling a large volume of work in this case to the benefit
5 of Individual Defendants," is false and mischaracterizes the Court's statements at
6 the April 13 hearing.

7 **Interrogatories.** Moog may serve 40 interrogatories on Defendants
8 collectively. Skyryse may serve 40 interrogatories on Moog. Pilkington may
9 serve 25 interrogatories on Moog. Kim may serve 25 interrogatories on Moog.

10 **Requests for Production.** Moog may serve 100 collective requests for
11 production on Defendants. Skyryse may serve 100 requests for production on
12 Moog. Pilkington may serve 30 requests for production on Moog. Kim may serve
13 30 requests for production on Moog.

14 **Requests for Admission.** There are no restrictions on the number of
15 requests for admission the parties serve for purposes of evidence authentication. As
16 to factual topics, Moog may serve 50 requests for admission on Defendants
17 collectively. Skyryse may serve 50 requests for admission on Moog. Pilkington
18 may serve 25 requests for admission on Moog. Kim may serve 25 requests for
19 admission on Moog.

20 **Depositions.** Moog may take 100 hours of depositions for all party and non-
21 party fact witnesses. Skyryse may take 100 hours of depositions for all party and
22 non-party fact witnesses. Pilkington may take 50 hours of depositions for all party
23 and non-party fact witnesses. Kim may take 50 hours of depositions for all party
24 and non-party fact witnesses.

25 **INDIVIDUAL DEFENDANTS' POSITION:**

26 Individual Defendants propose the below limitations or modifications on
27 discovery imposed under the Federal Rules. This proposal recognizes and
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1 accommodates that both Moog and Skyryse have a series of complex claims against
2 one another and that each defendant, including individual defendants Ms. Kim and
3 Mr. Pilkington, should be afforded sufficient opportunity to take separate discovery,
4 while certain limits are needed to avoid the potential for excessive discovery and
5 abuse. Individual Defendants object to Moog's characterization of the Court's
6 comments at page 17, lines 18-20, as inaccurate and irrelevant. Skyryse's counsel
7 is not seeking discovery on Individual Defendants' behalf. Although some
8 discovery sought by Skyryse may be relevant to Individual Defendants, Individual
9 Defendants are named in claims that Skyryse is not and will likely assert independent
10 and unique defenses that Skyryse may not raise. Further, these proposed limits are
11 separate from and in addition to the limits on any discovery already agreed to by the
12 parties.

13 **Interrogatories.** Moog may serve 40 interrogatories on Defendants
14 collectively. Skyryse may serve 40 interrogatories on Moog. Pilkington may
15 serve 25 interrogatories on Moog. Kim may serve 25 interrogatories on Moog.

16 **Requests for Production.** Moog may serve 100 collective requests for
17 production on Defendants. Skyryse may serve 100 requests for production on
18 Moog. Pilkington may serve 30 requests for production on Moog. Kim may serve
19 30 requests for production on Moog.

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21 requests for admission the parties serve for purposes of evidence authentication. As
22 to factual topics, Moog may serve 50 requests for admission on Defendants
23 collectively. Skyryse may serve 50 requests for admission on Moog. Pilkington
24 may serve 25 requests for admission on Moog. Kim may serve 25 requests for
25 admission on Moog.

26 **Depositions.** Moog may take 100 hours of depositions for all party and non-
27 party fact witnesses. Skyryse may take 100 hours of depositions for all party and
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1 non-party fact witnesses. Pilkington may take 50 hours of depositions for all party
 2 and non-party fact witnesses. Kim may take 50 hours of depositions for all party
 3 and non-party fact witnesses.

4 **F. Complex Case**

5 The parties agree that none of the procedures of the Manual For Complex
 6 Litigation should be utilized.

7 **G. Proposed Case, Motion, Expert, and Trial Schedule**

8 **THE PARTIES' POSITIONS:**

9 The parties propose the Court adopt the following case schedule:

Event	Moog's Proposed Deadline	Defendants' Proposed Deadline
Deadline for amended pleadings or joinder of parties	October 6, 2023	August 15, 2023
Close of fact discovery	January 31, 2024	December 1, 2023
Expert disclosure deadline	Disclosure of experts will occur when reports are served, according to the below deadlines.	Disclosure of experts will occur when reports are served, according to the below deadlines.
Deadline to serve opening expert reports (on issues for which a party bears the burden)	February 8, 2024	January 15, 2024
Deadline to serve rebuttal expert reports (on issues for which a	March 21, 2024	February 26, 2024

party does not bear the burden)		
Close of expert discovery	April 30, 2024	March 15, 2024
Dispositive motion deadline	May 31, 2024	May 15, 2024
Oppositions to dispositive motions	June 21, 2024	June 5, 2024
Replies to dispositive motions	July 8, 2024	June 19, 2024
Hearing on dispositive motions	July 22, 2024 or at the discretion and convenience of the court	July 1, 2024 or at the discretion and convenience of the court
Deadline to submit motions in limine which will be heard at pre-trial conference	September 20, 2024	October 24, 2024
Pre-trial Conference	Early October 2024	December 2024
Trial	Late October-November 2024 or at the discretion and convenience of the Court (estimated 4 week trial)	January 2025 or at the discretion and convenience of the Court (estimated 3 week trial)

Moog also plans to file a Supplemental Motion for a Preliminary Injunction in July or August 2023, with a hearing scheduled in October 2023, depending on the adjudication of Moog's separate and pending Motions to Enforce and for Sanctions

1 against Skyrise (Dkt. 400) and the Individual Defendants (Dkt. 432), and any
2 compliance required afterward.

3 **H. Alternative Dispute Resolution**

4 **MOOG'S POSITION:**

5 Moog believes ADR Procedure No. 3, private mediation, would be the most
6 beneficial for the parties. Moog believes mediation may be most productive after
7 the filing of Moog's Supplemental Motion for a Preliminary Injunction. Moog is
8 open to considering ADR Procedure No. 2 (appointed neutral from Mediation
9 Manel) prior to engaging in private mediation.

10 **SKYRYSE AND INDIVIDUAL DEFENDANTS' POSITION:**

11 Skyrise and the Individual Defendants believe ADR Procedure No. 1, a
12 conference before the District Judge or Magistrate Judge, is the best procedure at
13 the current juncture, but will remain open to other ADR options that may become
14 more suitable at later stages of the case.

15 **I. Additional Parties**

16 **MOOG'S POSITION:**

17 Moog is continuing to evaluate whether additional parties need to be added
18 to this case, including, but not limited to, Hummingbird Aero LLC.

19 **SKYRYSE'S POSITION:**

20 Skyrise is continuing to evaluate whether additional parties will be added,
21 including in connection with the adjudication of Skyrise's counterclaims.
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INDIVIDUAL DEFENDANTS' POSITION:

Individual Defendants do not currently intend to add additional parties to the case.

Dated: April 17, 2023

**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**

By: /s/ Kazim A. Naqvi
Counsel for Plaintiff and
Counterdefendant Moog Inc.

LATHAM & WATKINS LLP

By: /s/ Gabriel S. Gross
Counsel for Defendant and
Counterclaimant Skyrise, Inc.

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Scott D. Tenley
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Pilkington

**HALPERN MAY YBARRA &
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By: /s/ Grant B. Gelberg
Grant B. Gelberg
Counsel for Defendant Misook Kim

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ATTESTATION

Pursuant to Civil Local Rule 5-4.3.4, I, Kazim A. Naqvi, attest that
concurrence in the filing of this document has been obtained by all its signatories.

Dated: April 17, 2023

**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**

By: /s/ Kazim A. Naqvi
Counsel for Plaintiff and
Counterdefendant Moog Inc.